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RECENT IMPORTANT DECISIONS

BAILMENT—ARTISAN'S LIEN—SELLING AUTOMOBILE TIRES.—Appellee sought to enforce a lien on three touring cars for the price of eight casings sold and fitted on them by him. No charge was made for taking off the old casings and putting on the new ones. The lien was based on the statute giving a lien to wheelwrights who performed work and labor on carriages, wagons, farm implements, and other articles for such work and labor, and for all materials furnished by them and used in such product or repairs. ACTS OF ARKANSAS, 1903, p. 260. *Held*, (one judge dissenting), the taking off of old casings and putting on new ones is merely an incident of the business of selling tires not constituting plaintiff a "wheelwright". *Weber Implement and Automobile Co. v. Pearson*, (Ark., 1918), 200 S. W. 273.

An automobile repairer is a wheelwright within the meaning of the statute. *Shelton v. Little Rock Auto Co.*, 103 Ark. 142. At common law every bailee or mechanic who by his labor and skill imparts an additional value to the goods has a lien upon the property for his reasonable charges. "This includes all such mechanics, tradesmen and laborers as receive property for the purpose of repairing or otherwise improving its condition." *Grinnell v. Cook*, 3 Hill (N. Y.) 485. The objection that the garage is the modern substitute of the ancient livery stable and that therefore the owner has the right reserved to use the machine at his pleasure thereby disturbing continuous possession which is essential to a lien at common law is wiped out by many of the statutes. *Smith v. O'Brien*, 46 Misc. (N. Y.) 325. By these statutes continuous possession is not necessary to preserve the lien. *Lowe Auto. Co. v. Winkler*, 127 Ark. 433. The purpose of the statutes seems to be to extend the lien to those mechanics who had no lien at common law and they are therefore an extension of the common law doctrine, and not in derogation of it, which should warrant a liberal interpretation. In *Kansas City Automobile School Co. v. Holcker-Elberg Mfg. Co.*, (Mo. App., 1906), 182 S. W. 759, it was held the defendant was entitled to a lien for a body sold and fitted on the framework by him. The very question decided in the principal case arose in *Courts v. Clark*, 84 Ore. 179. The court held one who sold tires and put them on an automobile was an automobile repairer within the terms of the statute. The theory of the principal case that the work performed must be such as requires a skilled mechanic is technical and seems out of harmony with the spirit of the statutes.

BANKRUPTCY—FALSE REPRESENTATIONS TO COMMERCIAL AGENCY AS BAR TO DISCHARGE.—Plaintiff opposed the defendants' discharge in bankruptcy because they had given a commercial agency a materially false financial statement in writing. Three months thereafter plaintiff, before extending credit, had asked the agency for a report on defendants and relied upon the false statement which it had supplied. The printed form upon which the statement was written recited that it was made "as a basis of credit", but the re-